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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-191143

DATE: January 3, 1979

MATTER OF: Jimmie A. Lewellen - ^{Costs Involved in} Shipment and Storage
of Household Goods ~~Which Shipped to~~

DIGEST: 1. Incident to his disability retirement, household goods (HHG) of civilian employee of Department of the Army were shipped to Ocala, Florida, from his last duty station in Hawaii. Employee [→] claimed his HHG should have been shipped to Copperas Cove, Texas, ^{document} as he did not authorize shipment to Florida. Since travel orders and documents which employee signed stated that Ocala was destination of HHG and in view of fact travel orders may not be retroactively [→] modified once travel is performed to change the employee's benefits, ^{document} he may not be reimbursed ^{to} costs of shipping HHG from Ocala to Copperas Cove.

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2. ^{he} Employee claims his place of actual residence for purposes of determining transportation entitlement on return from overseas appointment was Ocala, Florida, where he had at one time been assigned. Since ^{the} employee signed document upon being transferred overseas stating Copperas Cove, Texas, was his place of actual residence, and ^{since} he lived in Copperas Cove 2 years prior to assignment overseas, ~~we cannot say~~ Army ^{the} properly determined his place of residence as Copperas Cove. ^{the} Army ~~thus~~ properly restricted reimbursement for HHG shipment to ^{the} cost of shipping his HHG to Copperas Cove. *to sample 6*

3. Regulations entitle ^a separated employee returning from overseas to reimbursement for 60 days' temporary storage. However, ^{or} employee may not be reimbursed ^{for} cost of 35 days of storage at ^{the} second place of temporary storage, as ^{the} Government's liability ends when household goods are delivered to ^{the} designated place. Costs associated with subsequent shipment of household goods are personal ^{to} employee.

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Mr. Jimmie A. Lewellen, a former employee of the Department of the Army, has appealed our Claims Division's denial of his claim for payment of expenses incurred in recovering his household goods incident to their alleged wrongful shipment from Honolulu, Hawaii, to Ocala, Florida.

The record shows that in 1974 Mr. Lewellen was appointed to a position in Hawaii as an Equipment Specialist (Electronics) GS-11. Incident to this appointment Mr. Lewellen signed a "Transportation Agreement - Oversea Employee" DD Form 1617, dated May 8, 1974, which noted that his place of actual residence at the time of his appointment was Copperas Cove, Texas. Subsequently, pursuant to his disability retirement from the Army, Mr. Lewellen's household goods were shipped to Ocala, Florida, from Hawaii. The travel orders dated June 24, 1975, directing shipment to Ocala, stated "The cost to the Government will not exceed the cost of transportation and shipment of HHG to Copperas Cove, TX by the most economical route." Mr. Lewellen states that it was his intention that his household goods be shipped from Hawaii to Copperas Cove, Texas, and accordingly he seeks to be reimbursed for the cost he incurred in shipping his household goods from Ocala, Florida, back to Copperas Cove.

The regulation concerning Mr. Lewellen's right to have his household goods returned upon his separation from overseas employment is found at para. C4004.2.a of Volume 2 of the Joint Travel Regulations (JTR), dated September 1, 1974, and states in part:

"* * * The obligations of the Government for transportation for purposes of overseas assignment, round trip travel under a renewal agreement, or return for separation are limited to movement to or from an employee's place of actual residence at the time of his assignment to overseas duty. * * *"

Paragraph C4004.2.b provides "* * * Generally, the place of actual residence is the place from which transferred or appointed. * * *"

Although Mr. Lewellen argues that he did not ask that his household goods be sent to Ocala, and that he wanted them to be shipped to Copperas Cove he argues that his home of record should have been Ocala and not Copperas Cove as he had no property in Copperas Cove but did have property in Florida.

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With reference to Mr. Lewellen's actual residence we note that Item 5 of DD Form 1617 which gave Mr. Lewellen's place of actual residence at the time of his appointment as being Copperas Cove and which Mr. Lewellen signed states:

"I understand and agree that the address shown above is my place of actual residence and that it will be used for the purpose of determining transportation entitlement and that it is not subject to later change for personal reasons."

Mr. Lewellen resided in Copperas Cove for 2 years prior to his transfer to Hawaii. Prior to that time he lived for slightly less than 2 years in Florida and before that the record shows he lived in various states with most of his time spent in Texas. In view of the above and in view of the fact Mr. Lewellen signed a document noting his place of residence as being Copperas Cove, we cannot say that the Army improperly determined his place of residence as Copperas Cove for computing reimbursement of his transportation entitlements. Moreover, since Copperas Cove was correctly designated as Mr. Lewellen's place of residence the Army correctly limited his reimbursement for shipping his household goods not to exceed the cost of transportation and shipment to Copperas Cove. See para. C4004.2.a of JTR Volume 2, cited above.

As to whether the household goods were properly sent to Ocala or whether they should have been sent to Copperas Cove Mr. Lewellen states that his understanding with the clerk who typed his orders was that his household goods would go to Copperas Cove. Mr. Lewellen states that in response to his inquiry he was informed that the extra cost of shipping his household goods to Ocala instead of his designated place of residence, Copperas Cove, would have to be paid by him before the household goods would be shipped to Ocala. Mr. Lewellen argues that since he never did pay for this excess cost of shipment beforehand, this is proof that he did not authorize the shipment of his household goods to be made to Ocala.

The written record, however, clearly shows Mr. Lewellen was aware or should have been aware as to where his household goods were being shipped. He signed DD Form 1299 "Application for Shipment and/or Storage of Personal Property" in which Ocala, Florida, is clearly listed as being the destination of the shipment.

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It is also stated on that form "Mr. Lewellen elects to ship his HHGS to Ocala, Fla as his home of selection for the purposes of retirement." Likewise on DD Form 1797 "Personal Property Counseling Checklist" which Mr. Lewellen had signed, it is also stated that he elected to ship his household goods to Ocala.

In response to the above Mr. Lewellen states: "Having moved 6 times for the Government, I did not take time to read over the GBL's, I should have because they had Ocala, Florida typed in. I did not notice this until it was too late."

It is well established that legal rights and liabilities in regard to travel allowances vest as and when the travel is performed under the traveler's orders and that such orders may not be revoked or modified retroactively so as to increase or decrease the rights and benefits which have been fixed under the applicable statutes or regulations. An exception may be made only when an error is apparent on the face of the order and all facts and circumstances clearly demonstrate that some provision previously determined and definitely intended has been omitted through error or inadvertence in preparing the orders. See 54 Comp. Gen. 638 (1975); 23 *id.* 713 (1944); 24 *id.* 439 (1944); 47 *id.* 127 (1967); and B-175433, April 27, 1972.

There is no error apparent on the face of Mr. Lewellen's travel orders and all the facts indicate that if any error did occur it was due to Mr. Lewellen's own negligence of failing to read the documents he signed.

Accordingly, our Claims Division properly denied Mr. Lewellen's claim for costs of shipping his household goods from Ocala to Copperas Cove.

Paragraph C7053.4 of JTR, Volume 2, July 1, 1974, the regulation in effect during the relevant period, authorized reimbursement for temporary storage in commercial facilities for a period not to exceed 60 days when an overseas employee was entitled to shipment of household goods from the overseas area. Mr. Lewellen has been reimbursed for 25 days of storage of his household goods in Ocala, Florida, from August 26 through September 19, 1975. He also claims the cost of 35 days of storage of his household goods and related warehouse and drayage charges which he subsequently incurred incident to his shipping his household goods back to Copperas Cove.

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We have held, however, that upon completion of the shipment of an employee's household goods to the place which the employee has designated, the Government has no further obligation to ship the household goods any further and incur extra costs. B-179901, August 10, 1977, and B-154413, July 27, 1964. Therefore, regardless of the fact that Mr. Lewellen's household goods were only stored in Ocala, Florida, for 25 days, subsequent storage in Copperas Cove would not be reimbursable as the Government's obligation to Mr. Lewellen has been terminated and such an expense is strictly personal to him.

Accordingly, Mr. Lewellen's claim for the cost of additional storage and related charges is disallowed.


Deputy Comptroller General
of the United States